

Solicitation Document No.	Document Title:	Section F
S-LC01006	PRODUCTION OF PRINT/BRAILLE BOOKS	Page F-1 of 2

PART I - SECTION F DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this Section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.242-15 STOP WORK ORDER	AUG 1989
52.247-34 F.O.B. DESTINATION	NOV 1991

F.2 52.211-8 TIME OF DELIVERY	JUN 1997
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(a) The Government requires delivery to be made according to the following provisions:

F.2.1 Ship Date

NLS/BPH will indicate to the contractor on the written instructions accompanying print books the scheduled shipping date (SSD) for each title assigned. The SSD shall be 90 calendar days after the NLS/BPH assigned scheduled start date for standard titles, 60 days for titles marked "priority," and 30 days for titles marked "rush." The production time allowed for the typical book will be 90 calendar days and will include seven (7) calendar days from receipt at the NLS/BPH for review of the control copy. If NLS/BPH requires more than seven (7) calendar days, the SSD will be extended for a number of days equal to the number of days held exceeding the seven. The contractor shall be responsible for notifying the COTR or contract monitor in writing in advance of any instance when it cannot meet the SSD. In this event, NLS/BPH will consider the cause of potential failure to meet the SSD, and 1) either set a revised SSD, or 2) retain the original SSD. Any title shipped after its SSD will be considered a late delivery. In the event a SSD supplied by NLS/BPH falls on a Sunday or holiday, the contractor shall ship before this date to avoid a late shipment.

F.2.2 Late Shipment

NLS/BPH will determine the difference between the SSD and the actual ship date (ASD) for each title shipped. If a title is shipped after its original SSD but before its revised SSD, the difference will be considered zero (0) days (i.e., no early delivery credit will be given). The average of all these differences will be the contractor's average deviation from the SSD. When ten percent (10%) or more of the contracted number of titles have been scheduled for shipment and the average deviation exceeds a negative five (-5) days, or the number of titles shipped late exceeds twenty-five percent (25%) of titles shipped, NLS/BPH may consider partial termination and reassignment of titles or termination for default.

F.3 DELIVERY VERIFICATION

The contractor shall not commence shipment of a title without approval by NLS/BPH Quality Assurance Section. Actual delivery will be audited by NLS/BPH through reports from receiving

Solicitation Document No.	Document Title:	Section F
S-LC01006	PRODUCTION OF PRINT/BRAILLE BOOKS	Page F-2 of 2

libraries. At any time during the term of this contract or extensions, NLS/BPH may require the contractor to submit additional proof of delivery, such as a certificate of mailing.

F.4 PERIOD OF PERFORMANCE

The period of performance of this contract shall commence with contract award (anticipated to be October 2000) and extend until the period of warranty expires for the last book shipped.

F.5 METHOD OF SHIPMENT

Shipment of materials shall be made through the United States Postal Service (U.S.P.S) under the provisions of section E040 of the *U.S.P.S Domestic Mail Manual* "Free Matter for the Blind and Other Handicapped Persons." The contractor shall arrange for the delivery of the completed work to the post office or for pick up by the post office.

F.6 COMPLETION OF PRIOR CONTRACTS

If performance on this contract, or other contracts with NLS/BPH in progress at time of award of this contract, deteriorates in terms of quality of work or timeliness of delivery, or, if such contracts are not completed satisfactorily, or if in the opinion of the contracting officer defects found to be caused solely through the fault of the contractor are of such serious nature that substantial performance of such contracts is not being achieved, the government may consider such performance to determine its impact on performance under this contract in terms of quality of work and timeliness. If the deterioration or failure of performance is determined to negate responsibility of the contractor as being able to meet requirements of this contract, the government may consider partial termination or termination for default.